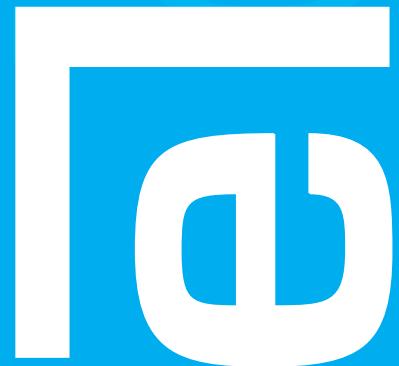


COMPLIANCE

COMPETITION LAW COMPLIANCE POLICY



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1. PURPOSE AND SCOPE

This Competition Law Compliance Policy (“Policy”), which is part of Egebant’s Code of Business Ethics, aims to set out the principles and procedures to ensure that all activities within Egebant are conducted in compliance with competition law regulations. This Policy aims to ensure that all processes and practices of Egebant comply with competition law and to raise awareness of competition law within the Company.

This Policy demonstrates Egebant’s commitment to acting in accordance with competition law while conducting its commercial activities and relationships with competitors.

All Egebant employees and managers are obliged to act in compliance with this Policy. Business Partners are also expected to comply with the principles and rules set forth in this Policy to the extent applicable to the relevant transactions.

2. DEFINITIONS

“Dominant Position” means the power of one or more undertakings in a particular market to determine economic parameters such as price, supply, production, and distribution independently of competitors and customers.

“Abuse of Dominant Position” means the misuse of such power by undertakings in a dominant position in a manner that restricts competition in the market. Examples include, but are not limited to, making it difficult for competitors to operate, preventing new entrants to the market, refusal to supply goods or services, discriminatory practices, tying the sale of one product to the purchase of another, and applying excessive pricing.

“Business Partners” include suppliers, dealers, all types of representatives acting on behalf of the Company, subcontractors, and consultants.

“Egebant” refers to all companies directly or indirectly controlled, solely or jointly, by Egebant, as well as joint ventures included in Egebant’s consolidated financial statements.

“Competition” means the process that enables undertakings in goods and services markets to make economic decisions freely.

“Anti-Competitive Agreement” means any written or verbal, explicit or implicit agreement or arrangement between undertakings covering matters such as price fixing, determination of production quantities, and market or customer sharing.

“Competition-Sensitive Information” means any information that could distort or restrict competition if shared with competitors, including but not limited to information regarding prices, quantities, customers, costs, revenues, sales, purchases, capacity, product characteristics, marketing plans, risks, investments, technologies, innovation, and R&D programs.

“Undertaking” means natural or legal persons that produce, market, or sell goods or services in the market, as well as economically integrated units that can make independent decisions.

“Concerted Practice” means any direct or indirect coordination or practical cooperation between undertakings that replaces independent behavior in the absence of an agreement.

3. GENERAL PRINCIPLES

Egebant expects its employees and Business Partners to conduct their activities in compliance with the laws of the countries in which they operate, Egebant’s Code of Business Ethics, and this Policy. Accordingly, Egebant expects all managers and employees to act in compliance with competition law regulations.

Egebant:

- Regularly monitors the compliance of its activities with competition law,
- Takes necessary actions to manage competition law compliance risks,
- Conducts necessary training and audit activities to raise awareness of competition law among employees and managers.

Within the scope of this Policy, Egebant employees, managers, and Business Partners are obliged to refrain from entering into Anti-Competitive Agreements, engaging in Concerted Practices with competitors, acting in line with anti-competitive decisions of associations of undertakings, sharing Competition-Sensitive Information with competitors, and to exercise due care to avoid Abuse of Dominant Position.

Violation of this Policy may lead to serious legal and administrative sanctions, including criminal penalties where applicable under local legislation, and may also cause severe reputational damage to Egebant.

4. IMPLEMENTATION OF THE POLICY

4.1 Rules to Be Observed in Relations with Competitors

It is prohibited to enter into agreements or engage in behaviors that aim to prevent, distort, or restrict competition, or that may have such effects, directly or indirectly, with managers or employees of competitor companies, or to engage in Concerted Practices.

Accordingly, it is also prohibited to enter into Anti-Competitive Agreements with competitors such as customer or territory sharing, supply restrictions, or bid rigging in tenders.

Care must be taken in internal communications and in communications and correspondence with competitors regarding the language used.

Competition-Sensitive Information must not be shared.

All contacts with employees of competitor companies must be handled with particular caution. Especially at meetings such as associations, councils, or trade organizations where competitors gather, if discussions contrary to competition law occur, an immediate warning must be given to stop such discussions; if the discussions continue, the meeting must be left, the incident must be recorded, and the Egebant General Manager must be informed for further actions.

If requests from competitors that may pose a risk of violation of competition rules are received, Egebant General Manager must be consulted before responding. Such requests must not be ignored, and it must be clearly stated in writing that such requests are not compatible with competition rules and will not be accepted, and that Egebant will not be a party to such agreements.

Information about competitors may only be obtained from lawful and publicly available sources such as press releases, public annual reports, official records, trade journals, and public speeches of company executives. If such information is used in company presentations, reports, or similar documents, the legal source must be clearly and explicitly stated.

4.2 Rules to Be Observed in Case of Dominant Position

Egebant may hold a Dominant Position in different markets in which it operates. In such cases, employees must conduct their activities in compliance with the responsibilities arising from such Dominant Position.

Although determination of Dominant Position depends on market shares and other specific factors and must be assessed separately for each market, if Egebant is considered dominant in a market where it operates, the following practices that may be regarded as abuse must be avoided:

- Applying pricing strategies that exclude competitors from the market or discriminate against certain customers, such as non-objective loyalty discounts aimed solely at increasing sales volumes,
- Tying the purchase of one product to the purchase of another,
- Refusing to supply goods or services without objective justification,
- Engaging in activities intended to prevent existing or potential competitors from entering or operating in the market,
- Offering different conditions to buyers in similar situations for equivalent transactions,
- Applying excessive pricing and/or offering contracts with unfair trading conditions,
- Entering into long-term exclusive agreements (duration limitations may vary depending on the relevant product/service market; Human Resources Department must be consulted before signing such agreements).

4.3 Rules to Be Observed in Relations with Customers, Dealers, and Suppliers

Egebant employees and managers respect the freedom of dealers in the sector to determine their own sales prices, profit margins, and discount rates, and strictly avoid any actions or statements that may create the impression that such freedoms are being restricted.

Within the applied distribution system, activities must be conducted in a manner that does not violate competition law, particularly regarding territorial or customer restrictions. Relations with suppliers must be conducted within contracts that comply with competition rules.

4.4. Mergers, Acquisitions, and Joint Venture Transactions

Mergers of two or more companies, full or partial changes in control of a company (through share or asset purchases), or establishment of joint ventures may be subject to approval of competition authorities based on certain criteria.

Failure to obtain approval from competition authorities for transactions subject to authorization may result in the transaction being deemed legally invalid and/or administrative fines imposed on Egebant. Therefore, necessary assessments must be made in the preliminary stages of any planned merger, acquisition, or joint venture transaction before signing any agreement or making any written commitment.

4.5. Use of Press, Media, and Other Communication Channels

As part of compliance with this Policy, Egebant expects employees and managers to observe Egebant's principles and policies and exercise due care when making statements or sharing information through press, social media, or other communication channels.

These channels are particularly sensitive regarding exchanges of Competition-Sensitive Information with competitors. Accordingly, undertakings must avoid sharing future-oriented Competition-Sensitive Information such as prices, stock levels, or campaigns through such channels, which could be regarded as unilateral information sharing with competitors.

4.6. Communication with Competition Authority Officials During Investigations

If a competition law investigation is initiated regarding Egebant, cooperation with Competition Authority officials is important. Obstructing or complicating investigations may result in severe administrative and legal sanctions. However, in order to protect Egebant's rights during on-site inspections, the following rules must be observed:

- Request to see the authorization documents of the officials conducting the inspection and record their names, institutions, and time of arrival, and inform your department manager,
- Inform the Human Resources Department,
- Direct the officials to the senior manager appointed by Egebant,
- If Competition Authority officials request information by phone or email, immediately direct them to the senior manager appointed by Egebant.

4.7. Training and Monitoring

Egebant is responsible for:

- Providing regular competition law training to all employees,
- Informing employees in case this Policy needs to be revised due to local decisions or regulations in countries of operation.

5. AUTHORITY AND RESPONSIBILITIES

All employees and managers of Egebant are responsible for complying with this Policy and for implementing and supporting the relevant procedures and controls of the relevant Egebant company in line with the requirements of this Policy.

In the event of any conflict between this Policy and local legislation applicable in the countries where Egebant operates, the more restrictive provision shall apply, provided that the relevant practice does not constitute a violation of local law.

If you become aware of any action that you believe violates this Policy, applicable legislation, or the Egebant Code of Business Ethics, you must report the matter through the Egebant ethics channels listed below:

Ethics Line – WhatsApp
Ethics Email: egebantetik@egebant.com.tr

Violation of this Policy by an employee may result in serious disciplinary actions, including termination of employment as a last resort. If any third party expected to comply with this Policy acts in violation of it, relevant contracts may be terminated by Egebant after evaluation of contractual terms.